

EXHIBIT B

All Year Holdings Limited
12 Spencer Street, 3rd Floor
Brooklyn, New York 11205

February 1, 2022

By Overnight FedEx

Mr. Alexander M. Engelman
460 Bedford Avenue
Brooklyn, NY 11249

Mercer Jordan Ventures LLC
c/o Mr. Alexander M. Engelman
460 Bedford Avenue
Brooklyn, NY 11249

Re: That certain Promissory Note in the original principal amount of \$3,000,000.00, dated as of April 4, 2017 (the “Note”), duly executed and delivered by Alexander M. Engelman and Mercer Jordan Ventures LLC (collectively, the “Maker”) to All Year Holdings Limited (“Payee”)¹

Dear Sir:

I write on behalf of Payee. The Maturity Date of the Note was April 4, 2018, and the entire amounts due under the Note became immediately due and payable to Payee on that date. Notice is hereby given that, without limitation, an Event of Default has occurred under Section 1 of the Note as a result of Maker’s failure to pay Payee when due any and all amounts payable by Maker to Payee under the terms of the Note.

As set forth below, as of February 1, 2022, Maker owes Payee the sum of \$5,205,000.00, plus per diem Interest thereafter in the amount of \$1,250.00 per day.

The amount of the debt owed through February 1, 2022 is calculated as follows:

Principal	\$3,000,000.00
Outstanding Interest	\$2,205,000.00
Total	\$5,205,000.00

Payee hereby demands that Maker pay the full amount owed.

¹ Unless otherwise stated, capitalized terms used herein shall have the meanings ascribed to them in the Note.

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No forbearance, delay or inaction by Payee in the consequential exercise of their rights and remedies, and no continuing performance by Payee or the Maker under the Note or other related loan documents: (a) shall constitute: (i) a modification or an alteration of the terms, conditions or covenants of the Note or other related loan documents, all of which remain in full force and effect; or (ii) a waiver, release or limitation upon Payee's exercise of any of its rights and remedies thereunder, all of which are hereby expressly reserved; or (b) shall relieve or release the Maker or the any potential guarantor in any way from any of its respective duties, obligations, covenants or agreements under other related loan documents or from the consequences of the breach described above or any other Event(s) of Default, as defined in other related loan documents, that may be declared thereunder. Payee is not obligated to waive the breach described above or any Event(s) of Default or defaults, whether now existing but not yet declared or which may occur after the date of this letter.

This letter is without prejudice to any of Payee's rights or remedies, all of which are expressly reserved and none of which are waived.

Sincerely,

All Year Holdings Limited

A handwritten signature in black ink, appearing to read 'Ephraim Diamond', written over the printed name.

Ephraim Diamond, Authorized Signatory